



**Request for Proposal
for
HYDRAULIC MODELS, WATER SYSTEM MASTER
PLANS & MAJOR WATER FACILITIES FEES
DEVELOPMENT AND UPDATE**

Proposals due 4:00 PM, Friday, February 24, 2006

Submit to:

City of San José
Municipal Water System
Attn: Nicole Quesada
3025 Tuers Road
San José, CA 95121

TABLE OF CONTENTS

	<u>Page</u>
Background	3
Scope of Work and Timetable	5
Requirements.....	16
Non-Discrimination/Preferential Treatment.....	16
City Business Tax.....	16
Minimum Qualifications	16
Proposal Contents	17
Evaluation Criteria	17
Compensation.....	18
Acceptance or Rejection of Responses	18
RFP Responses and the Public Records Act.....	18
Consequence of Submission of Proposal.....	19
Proposal Submission Instructions	20
General Description of Proposed Agreement.....	20
ATTACHMENT I: Proposal Cover Sheet	
ATTACHMENT II: Insurance Requirements	
ATTACHMENT III: Request for Contracting Preference for Local and Small Businesses	
ATTACHMENT IV: Exemplar Agreement	

BACKGROUND

The City of San Jose Municipal Water System (SJMWS) supplies drinking water to four different areas in the City of San Jose: North San Jose/Alviso, Evergreen, Edenvale, and Coyote. These service areas comprise about 12% of the City's population. SJMWS currently provides potable water service to approximately 26,500 metered connections.

The North San Jose/Alviso service area extends from Trimble Road on the south to the Alviso Slough on the north. The area is bordered on the west by the Guadalupe River and on the east by the Coyote Creek. The land use is predominantly industrial, with some residential and commercial. The service area is estimated to be 88% developed. The North San Jose/Alviso Service area is supplied water from the San Francisco Public Utility Commission (SFPUC) through two (2) turnouts at the Hetch-Hetchy Aqueduct. Four wells located in North San Jose/Alviso, with a total capacity of 6,000 gallons per minute, can be used to supplement the Hetch-Hetchy supply. The North San Jose-Alviso service system has two at-grade storage tanks with a combined storage capacity of six million gallons and two booster stations that have a total pumping capacity of 12,000 gpm. A basic hydraulic model of the North San Jose/Alviso service area was developed in 2003, utilizing H2OMap Version 2.0 software, and is currently used to provide fire flow information for the service area.

The Evergreen Service Area extends from Highway 101 on the west to the foothills of the Mount Diablo Range on the east. The area is bounded on the north by Tully Road and on the south by the City limits. The current land use in Evergreen is predominantly residential and commercial. The area is estimated to be 95% developed, with projected buildout occurring in 2025. The primary source of water for the Evergreen Service Area, approximately 99%, is treated water supplied by the Santa Clara Valley Water District (SCVWD) obtained through three turnouts. Four wells located at SJMWS's Loupe-Tuers Pump Station with a combined capacity of 5,975 gpm are used to supplement the SCVWD's source of supply. The Evergreen service system has 5 established pressure zones, with a total of 13 storage tanks having a combined storage capacity of 24.6 million gallons. System pressures in the Evergreen area are maintained by elevated distribution storage reservoirs sited at established elevations on adjacent hillsides, with two exceptions of closed systems with pressure maintained by two small pump stations with hydro-pneumatic tanks. A hydraulic model for the system was first developed in 1989, and is currently operated using WaterCAD v4.5 software. The model is maintained under contract with a consulting firm.

The Edenvale service area is a rural zone east of Coyote Creek and south of Hellyer Avenue. Covering about 700 acres, Edenvale is zoned for industrial and commercial use and is within the Edenvale Redevelopment Project area. It is currently 64% developed and it is expected to be fully developed by 2025. Current land use is industrial, with a 2025 projection of 10% commercial and 90% industrial. The Edenvale area is serviced entirely with groundwater. There are three wells within the service area, with a capacity of 3,400 gpm. The Edenvale service area contains a storage tank with a capacity of three million gallons. System pressures in the Edenvale area are maintained by the elevated distribution storage reservoir sited at a high elevation on an adjacent hillside. No hydraulic model currently exists for this service area.

The Coyote Valley service area is located west of Highway 101, south of Tulare Hill, and north of Palm Avenue. The area includes 7,500 acres and is currently undeveloped. Full buildout is estimated to occur by 2025, at which time the land use is projected as residential (58%) and

industrial (42%). There are currently three wells which serve the limited development within the Coyote service area. The three wells have a combined capacity of 5,550 gpm. The service area contains an elevated 3.6 million gallon storage tank, located on an adjacent hillside to maintain system pressure. No hydraulic model currently exists for this service area.

The City of San Jose has also implemented a major water recycling program, known as South Bay Water Recycling (SBWR). Through SBWR, recycled water is provided to approximately 530 customers through an extensive recycled water distribution system consisting of over 105 miles of pipeline to locations throughout San Jose, Santa Clara and Milpitas for non-potable uses such as agriculture, industrial cooling and processing, and irrigation of golf courses, parks, and schools. The SBWR system's three pressure zones are supplied by four pump stations, all located within San Jose: the Transmission Pump Station (TPS), located adjacent to the San Jose/Santa Clara Water Pollution Control Plant; Pump Station (PS) 5, located at the intersection of Keyes Street and 12th Street; PS 8/11, located on Yerba Buena Road; and the Villages Pump Station, located at and serving the Villages community, including the Country Club and Golf Course. There is currently one operational reservoir in the system, which has a capacity of 4 million gallons. The reservoir is at grade, and functions as a clear well pumped by PS 8/11. Construction is currently underway on two elevated reservoirs located on Old Yerba Buena Road, each having a 2.75 million gallon capacity. When the new tanks are put into service, their high elevation will maintain system pressures. It is anticipated that construction on the new reservoirs will be completed in late summer of 2006.

SCOPE OF WORK AND TIMETABLE

The purpose of this effort is to obtain hydraulic models of the City of San Jose's water systems, as well as a Master Plan, Capital Improvement Plan and an updated schedule for Major Water Facilities Fees. The City of San Jose (City) reserves the right to eliminate tasks from the Scope of Work based on the outcome of the proposal evaluation process.

CONSULTANT shall furnish all personnel, administrative support, equipment, and supplies necessary to complete all tasks for this project, based on a project schedule not to exceed 9 months.

PHASE I – MODEL BUILD

Task 1 – Project Management

Implementation Target Date: May 2006

- 1.1 Project Administration.** CONSULTANT shall provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.
- 1.2 Coordination Meetings.** This task shall include regular progress conference calls (at least every two weeks) or meetings between CONSULTANT and City personnel to review project progress, issues to be resolved, early study results, etc. Because master plan studies evolve over the course of the project, CONSULTANT shall ensure that the City personnel and CONSULTANT team members remain “on the same page” regarding study direction, objectives and deliverables.
- 1.3 QA/QC Review.** This task covers efforts associated with the internal quality control and technical review process. Specifically, CONSULTANT shall conduct internal QA/QC meetings and follow-up with technical experts as necessary during the course of the project. Internal checking or peer review of all deliverables will also be performed.

Task 2 – Data Gathering

Implementation Target Date: May 2006

- 2.1 Kickoff Meeting and Project Overview.** CONSULTANT shall initiate the project with a kickoff meeting. CONSULTANT shall prepare an agenda for the kickoff meeting, collect data and discuss the schedule of the project.
- 2.2 Conduct Interviews.** Interviews shall be conducted with City personnel familiar with the water distribution systems to collect information on the operation and maintenance of the systems and known deficiencies, if any. Site visits shall be made to specific facilities if necessary.
- 2.3 Collect and Review Current Mapping and Other Water System Data.** CONSULTANT shall submit a list of information to be collected (including among other things, GIS layers and water utility billing data) and provided by the City. The provided information shall be reviewed by CONSULTANT to determine if it is sufficient for completion of the project objectives.

Task 3 – Water Demand Study

Implementation Target Date: June 2006

3.1 Potable System

- 3.1.1 Calculate Existing Potable Production.** CONSULTANT shall, within each service area, determine current system-wide water use based on water production records. Monthly water production records will be reviewed and summarized. They will be used to identify maximum water use for the period of available record and develop seasonal water use trends. Current water usage will be calculated for average annual, average winter, maximum day, and maximum hour demand conditions. Calculated use for these conditions will be used to adjust customer water demands before they are allocated to the hydraulic model.
- 3.1.2 Calculate Existing Customer Potable Usage.** CONSULTANT shall calculate individual user water demands from water billing data. Water use for individual water users will be calculated for each demand condition (i.e. maximum day, maximum hour, average annual and winter month). CONSULTANT will geocode all customer accounts that have not been geocoded by the City. This will be accomplished by relating as many customer account addresses as possible to the City's parcel coverage. The remaining account addresses will be related to street mapping or meter route mapping.
- 3.1.3 Develop System-wide Potable Diurnal Use Patterns.** Diurnal water use graphs for each service area will be developed by CONSULTANT from hourly water production and tank level data that are representative of the maximum day water use patterns for the City. The graphs will be used to calculate a series of multipliers (peaking factors) that the model uses to adjust demands for each hour in a day. The diurnal pattern will be entered into the model and assigned to all demand nodes.

3.2 Non-Potable System (SBWR)

- 3.2.1 Calculate Existing Non-Potable Production.** CONSULTANT shall, within each pressure zone, determine current system-wide water use based on water use records. Monthly water use records will be reviewed and summarized. They will be used to identify maximum water use for the period of available record and develop seasonal water use trends. Current water usage will be calculated for average annual, average summer, average winter, maximum day, and maximum hour demand conditions. Calculated use for these conditions will be used to adjust customer water demands before they are allocated to the hydraulic model.
- 3.2.2 Calculate Existing Customer Non-Potable Usage.** Individual user water demands will be calculated from water billing data. Water use for individual water users will be calculated for each demand condition (i.e. maximum day, maximum hour, average annual, summer and winter month). CONSULTANT will geocode all customer accounts that have not been geocoded by the City. This will be accomplished by relating as many customer account addresses as possible to the City's parcel coverage. The remaining account addresses will be related to street mapping or meter route mapping.

- 3.2.3 Develop System-wide Non-Potable Diurnal Use Patterns.** Diurnal water use graphs will be developed from hourly water production and tank level data that are representative of the maximum day water use patterns for the City. The graphs will be used to calculate a series of multipliers (peaking factors) that the model uses to adjust demands for each hour in a day for each use class. The diurnal pattern will be entered into the model and assigned to all demand nodes.

Task 4 – Hydraulic Models

Implementation Target Date: June 2006

4.1 Potable Model

- 4.1.1 Potable Model Preparation.** CONSULTANT shall create dynamic models of the City's Evergreen and North San Jose/Alviso potable water distribution system service areas. Each service area will be modeled separately. The models will be created from the City's existing Potable System GIS data, which currently resides in Oracle Spatial 9i Rel 2, and the previous version of the North San Jose/Alviso hydraulic model, the data for which is currently in ESRI Shapefile format. The models will be managed in an Oracle Spatial Relational Database. Facilities including mains, laterals, meters, tanks, pumps, isolation valves, and control valves will be added/updated to the model. Dimensions and operational controls will be added for each facility as necessary.
- 4.1.2 Valve Status and Customer Identification Tool.** Within the potable models, CONSULTANT shall include a tool that allows the identification of which isolation valves to close, and which customer meters would be impacted, in the event of a pipeline shutdown as a result of a leak or routine maintenance. The attribute query results of this tool will be exportable to a Microsoft Excel Spreadsheet and a Microsoft Access Relational Database. Maps showing the valves, pipes, and meters affected will be exportable to an Adobe Acrobat PDF file format.
- 4.1.3 Assign Water Demands.** CONSULTANT shall create four demand sets in the potable models to hold maximum hour and minimum, average, and maximum day demands. Water demands will be added to the model's demand database using the geocoded water use calculated for Task 3.1.2.
- 4.1.4 Fire Flow Evaluation.** CONSULTANT shall provide a model which allows for temporary floating fire flow junctions to be assigned at any point in the system for use in evaluating fire flow capacity. Fire flow evaluation output shall include a hydrant curve, a formatted report including exported pressure and flow data (report template to be provided by the City in Microsoft Excel format), and a system evaluation report. The system evaluation report shall include an evaluation of the system pressures encountered during the fire flow and a list of locations at which the pressure falls below minimum levels as designated by the City.

4.2 Non-Potable Model

- 4.2.1 Non-Potable Model Preparation.** CONSULTANT shall create a dynamic model of the City's non-potable water distribution system. The model will be created from the City's non-potable GIS data, which currently resides in an ESRI Personal Geodatabase. The

non-potable model will be created and managed in an Oracle Spatial Relational Database. Facilities including mains, laterals, meters, tanks, pumps, isolation valves, and control valves will be added/updated to the model. Dimensions and operational controls will be added for each facility as necessary.

- 4.2.2 Valve Status and Customer Identification Tool.** Within the non-potable model, CONSULTANT shall include a tool that allows the identification of which isolation valves to close, and which customer meters would be impacted, in the event of a pipeline shutdown as a result of a leak or routine maintenance. The attribute query results of this tool will be exportable to a Microsoft Excel Spreadsheet and a Microsoft Access Relational Database. Maps showing the valves, pipes, and meters affected will be exportable to an Adobe Acrobat PDF file format.
- 4.2.3 Assign Water Demands.** CONSULTANT shall create four demand sets in the non-potable model to hold maximum hour and minimum, average, and maximum day demands. Water demands will be added to the model's demand database using the geocoded water use calculated for Task 3.2.2.
- 4.3 Technical Support for Edenvale and Coyote Valley Models.** CONSULTANT shall provide technical support to the City as necessary for the City to create hydraulic models for the Edenvale and Coyote Valley potable water distribution system service areas. CONSULTANT shall be available as necessary to provide technical advice and support to the City to assist in creating models for the Edenvale and Coyote Valley service areas that are consistent with consultant prepared models.

Task 5 – Model Calibration

Implementation Target Date: July 2006

5.1 Potable Model Calibration

- 5.1.1 Develop Calibration Plan for Potable Models.** CONSULTANT shall prepare a draft calibration plan for the potable models and submit to the City for review. An anticipated 10-20 fire flow tests will need to be performed for each service area. The plan will identify locations for fire flow and pump tests, identify SCADA data to be gathered, and document the testing protocol. Pump tests will include gathering data for a single operating point at each pump or pump station to confirm model pump curves.
- 5.1.2 Perform Hydraulic Calibration Testing of Potable Models.** CONSULTANT shall provide testing plan, including timeframe required. CONSULTANT shall coordinate with the City to conduct calibration testing. CITY personnel shall assist in performing flow testing, and will be responsible for supplying any tools and equipment required for operation of system facilities. CONSULTANT shall be responsible for supplying all other equipment required for testing.
- 5.1.3 Perform Hydraulic Calibration of Potable Models.** CONSULTANT shall develop computer model simulations or scenarios for each of the fire flow calibration tests. Model results from the calibration simulations will be compared with the field data and measured against the calibration criteria. Comparisons that fall outside the established criteria will be identified and adjustments and/or corrections to the model will be made

until satisfactory results are obtained. Pump test data points will be compared to pump curves in the model. Pump curves in the model will be adjusted if necessary. Calibration efforts will be coordinated with and reviewed by the City to determine appropriate level of calibration. The initial calibration target shall be within 5% accuracy. If calibration at some locations cannot be achieved within the time limit, written suggestions will be made as to possible reasons for the discrepancy and what steps might be taken to improve calibration at that location. Consultant shall keep friction coefficient values (“c”) within realistic range.

5.1.4 Extract Dynamic Calibration Data for Potable Models. CONSULTANT shall extract data for dynamic potable model calibration from 24-hour flow, level and status information from the City’s SCADA system, provided to the consultant by the City. CONSULTANT shall summarize the data to facilitate comparison with model results.

5.1.5 Perform Dynamic Calibration for Potable Models. CONSULTANT shall develop a model scenario to simulate a 24-hour period of potable water usage for each service area. The results will be compared with data extracted by the City from the SCADA system. Operational settings and controls in the model will be adjusted until satisfactory model results are obtained. Calibration efforts will be coordinated with and reviewed by the City to determine appropriate level of calibration. The initial calibration target shall be within 5% accuracy. If calibration at some locations cannot be achieved within the time limit, written suggestions will be made as to possible reasons for the discrepancy and what steps might be taken to improve calibration at that location.

5.2 Non-Potable Model Calibration

5.2.1 Extract Dynamic Calibration Data for Non-Potable Model. CONSULTANT shall extract data for dynamic recycled water model calibration from 24-hour flow, level and status information from the City’s SCADA system, as provided to the consultant by the City. CONSULTANT shall summarize the data to facilitate comparison with model results.

5.2.2 Perform Dynamic Calibration for Non-Potable Model. CONSULTANT shall develop a model scenario to simulate a 24-hour period of recycled water usage. The results will be compared with data extracted by the City from the SCADA system. Operational settings and controls in the model will be adjusted until satisfactory model results are obtained. Calibration efforts will be coordinated with and reviewed by the City to determine appropriate level of calibration. If calibration at some locations cannot be achieved within the time limit, written suggestions will be made as to possible reasons for the discrepancy and what steps might be taken to improve calibration at that location.

Task 6 – Technical Report

Implementation Target Date: July 2006

6.1 Potable Model Technical Report

6.1.1 Draft Technical Report for Potable Models. At the completion of the modeling efforts, CONSULTANT shall submit 2 copies of a draft technical report of the potable

models to the City for review and comment. At a minimum, the report shall include the following information for each service area:

- Colored maps of the existing facilities
- Summary of existing system facilities
- Documentation of modeling methodologies & assumptions
- Other supporting documentation

6.1.2 Submit Final Technical Report for Potable Models. Following City review and comments on the draft report, CONSULTANT shall incorporate the comments, produce the final report and submit 3 printed copies to the City. CONSULTANT shall provide digital copies of the final submittal. The documents, drawings, site maps, tables, models, databases, reports, etc. shall be supplied by CONSULTANT on CD-ROM disks in pdf or other City approved format.

6.2 Non-Potable Model Technical Report

6.2.1 Draft Technical Report for Recycled Model. At the completion of the modeling efforts, CONSULTANT shall submit 2 copies of a draft technical report of the non-potable model to the City for review and comment. At a minimum, the report shall include the following:

- Colored maps of the existing facilities
- Summary of existing system facilities
- Documentation of modeling methodologies & assumptions
- Other supporting documentation

6.2.2 Submit Final Technical Report. Following City review and comments of the draft report, CONSULTANT shall incorporate the comments, produce the final report and submit 3 printed copies to the City. CONSULTANT shall provide digital copies of the final submittal. The documents, drawings, site maps, tables, model, databases, reports, etc. shall be supplied by CONSULTANT on CD-ROM disks in pdf or other City approved format.

Phase II – SYSTEM EVALUATION AND PLANNING

Task 7 – Develop Water Age Model

Implementation Target Date: August 2006

7.1 Potable Water Age Model. CONSULTANT shall set up a water age analysis for each of the potable hydraulic models. The model time period for each scenario will be set sufficiently long to achieve water age equilibrium. Other scenario conditions will be consistent with the EPA Stage 2 DBPR Initial Distribution System Evaluation (IDSE) Guidance Manual. The criterion for water age analysis will be based on chlorine decay test results. CONSULTANT shall provide a testing protocol and coordinate with City to obtain samples required for measuring bulk chlorine decay of all chlorinated City water sources. CONSULTANT will perform the actual sampling and testing.

Task 8 – Develop Future Model

Implementation Target Date: August 2006

8.1 Potable Demand Forecast

8.1.1 Future Demand Forecast for Potable Systems. CONSULTANT shall create future water demands for the potable models based on land use planning for areas yet to be fully developed and/or supplied. The City shall provide land use planning for buildout and all intermediate planning horizons. Forecasts for future potable demands will include all new developments that the City is planning on serving.

8.1.2 Create Future Potable System Model. CONSULTANT shall modify the model developed for the existing distribution systems to include the layout of future system piping and other future facilities. Future demands and fire flows will be added to all appropriate future model junctions.

8.2 Non-Potable Demand Forecast

8.2.1 Future Demand Forecast for Non-Potable System. CONSULTANT shall create future water demands based on land use planning for areas yet to be developed and/or supplied. CONSULTANT shall initiate the task with a kickoff meeting with the Consultant, South Bay Water Recycling, San Jose Water Company, and the cities of San Jose, Milpitas and Santa Clara. CONSULTANT shall prepare an agenda for the meeting, collect data and organize collaboration efforts in order to obtain data necessary for task completion. The City shall provide land use planning for buildout and all intermediate planning horizons for the non-potable water system within the City of San Jose. Future planning information shall be consistent with each retailer's respective Urban Water Management Plan 2005 update.

8.2.2 Create Future Non-Potable System Model. CONSULTANT shall modify the model developed for the existing distribution system to include the layout of future system piping and other future facilities. Future demands will be added to all appropriate future model junctions.

Task 9 - Distribution System Evaluation

Implementation Target Date: August 2006

9.1 Potable System Evaluation

9.1.1 Establish Design and Evaluation Criteria of Potable Systems. CONSULTANT shall produce a technical memorandum with criteria to be used in the evaluation of the potable distribution systems and the design of proposed improvements. The criteria will be based on the latest governing regulatory requirements and general engineering practice and City of San Jose standards.

9.1.2 Evaluate Existing Potable Distribution System Capacities. CONSULTANT shall evaluate the distribution system using the hydraulic model to determine its capacity to deliver water under peak demand conditions as well as under fire flow conditions. The following model scenarios will be run and evaluated:

- Peak Hour Demands (during Maximum Day)
- Average Maximum Day Demand Plus Fire Flow (evaluated at fire flow junctions)
- Water Age – Locations in the model having water age greater than the bulk chlorine time of decay will be identified as deficiencies.

Storage and supply capacities will also be reviewed to insure that they meet operational and regulatory requirements. Any deficiencies discovered in the distribution systems will be identified.

9.1.3 Future Potable Distribution System Evaluation and Planning. CONSULTANT shall evaluate and revise the future distribution system models as necessary to accommodate changes in water system service strategies, the City's latest future development planning and identified deficiencies of the existing system.

9.2 Non-Potable System Evaluation

9.2.1 Establish Design and Evaluation Criteria of Non-Potable Systems. CONSULTANT shall produce a technical memorandum with criteria to be used in the evaluation of the non-potable distribution system and the design of proposed improvements. The criteria will be based on the latest governing regulatory requirements and general engineering practice and City of San Jose standards.

9.2.2 Evaluate Existing Non-Potable Distribution System Capacities. CONSULTANT shall evaluate the distribution system using the hydraulic model to determine its capacity to deliver water under peak demand conditions. The following model scenarios will be run and evaluated:

- Peak Hour Demands (during Maximum Day)
- Average Maximum Day Demand

Storage and supply capacities will also be reviewed to insure that they meet operational and regulatory requirements. Any deficiencies discovered in the distribution system will be identified.

9.2.3 Future Non-Potable Distribution System Evaluation and Planning. CONSULTANT shall evaluate and revise the future distribution system model as necessary to accommodate changes in water system service strategies, the City's latest future development planning and identified deficiencies of the existing system.

9.3 Hydraulic Model Training. CONSULTANT shall provide a copy of the models to the City on CD-ROM. CONSULTANT shall schedule one day of training for approximately 15 City staff members, to be held at City facilities, and provide a color copy of the technical reports to each attendee. Training shall cover, at a minimum, all functions of the potable and non-potable models as created by the various project tasks.

Task 10 – Capital Improvements Plan

Implementation Target Date: October 2006

10.1 Potable System Capital Improvements Plan

10.1.1 Prepare Cost Estimates for Potable System. CONSULTANT shall group identified improvements into projects. Planning level cost estimates ($\pm 35\%$ accuracy) will be prepared for each project. CONSULTANT shall review recent bid tabs from construction projects in the City as a source of construction cost data. CITY will provide bids of recent City construction projects to be used in addition to bid information obtained by CONSULTANT.

10.1.2 Develop Potable Capital Improvements Plan. CONSULTANT shall develop a 20-year Capital Improvements Plan (CIP) for the potable distribution system. The CIP shall group the projects by anticipated year for construction and summarize the estimated annual costs. The improvement projects will be prioritized in order of importance and suggested dates for construction will be assigned. A short-term plan will be developed to address immediate needs, particularly those fire flow and water service issues identified by City staff. Projects will be coordinated with mapping to illustrate required improvements.

10.2 Non-Potable Capital Improvements Plan

10.2.1 Prepare Cost Estimates for Non-Potable System. CONSULTANT shall group identified improvements into projects. Planning level cost estimates ($\pm 35\%$ accuracy) will be prepared for each project. CONSULTANT shall review recent bid tabs from construction projects in the City as a source of construction cost data. CITY will provide bids of recent City construction projects to be used in addition to bid information obtained by CONSULTANT.

10.2.2 Develop Non-Potable Capital Improvements Plan. CONSULTANT shall develop a 20-year Capital Improvements Plan (CIP) for the non-potable distribution system. The CIP shall group the projects by anticipated year for construction and summarize the estimated annual costs. The improvement projects will be prioritized in order of importance and suggested dates for construction will be assigned. A short-term plan will be developed to address immediate needs, particularly any water service issues identified by City staff. Projects will be coordinated with mapping to illustrate required improvements.

Task 11 – Water Master Plan Report

Implementation Target Date: November 2006

11.1 Potable System Master Plan

11.1.1 Submit Draft Report of Potable System. At completion of the evaluation and planning efforts, CONSULTANT shall submit 2 copies of a draft Master Plan report to the City for review and comment. The technical report from Task 6 will be included with this report for a single Master Plan report. At a minimum, the report shall include the following:

- An Executive Summary
- The information contained in the technical report
- Colored maps of identified deficiencies and proposed improvements for each service area
- Discussion of evaluation results for each service area
- Justification for recommended work to be accomplished
- Capital Improvements Plan
- Other supporting documentation

11.1.2 Submit Final Report. Following City review and comments of the draft report, CONSULTANT shall incorporate the comments, produce the final report and submit 5 printed copies to the City. CONSULTANT shall provide digital copies of the final submittal to City in pdf or other City approved format.

11.2 Non-Potable System Master Plan

11.2.1 Submit Draft Report of Non-Potable System. At completion of the evaluation and planning efforts, CONSULTANT shall submit 2 copies of a draft Master Plan report to the City for review and comment. The technical report from Task 6 will be included with this report for a single Master Plan report. At a minimum, the report shall include the following:

- An Executive Summary
- The information contained in the technical report
- Colored maps of identified deficiencies and proposed improvements
- Discussion of evaluation results
- Justification for recommended work to be accomplished
- Capital Improvements Plan
- Other supporting documentation

11.2.2 Submit Final Report. Following City review and comments of the draft report, CONSULTANT shall incorporate the comments, produce the final report and submit 5 printed copies to the City. CONSULTANT shall provide digital copies of the final submittal to City.

Task 12 – Major Water Facilities Fee (MWFF) Update

Implementation Target Date: December 2006

12.1 Update City's Major Water Facilities Fees for Potable System. Based on conclusions of the Future Model, Capital Improvements Plan and Water Master Plan studies, CONSULTANT shall prepare a report recommending changes in the MWFF for each service area. The report shall include cost estimates for capital facilities that are attributable to new development, and revised amounts and dates of projected new development. CONSULTANT shall apply the same approach used in determining the existing MWFFs in the relationship between the fees to be collected from the development projects (burden nexus), and the relationship between the need for the facility and the development projects (benefit nexus). As part of the report, the CONSULTANT shall:

- Verify that the existing benefit assigned to each capital facility remains valid;
- Revise existing facility cost estimates based on actual expenditures or changes in estimated expenditures;
- Develop rationale and methods for allocating any changes in original costs between new development and existing users;
- Revise cash flow analysis based on Master Plan to evaluate timing effects of impact fee revenue and capital facility outlays;

The report shall discuss the methodology, assumptions, and background data for the CONSULTANT's recommendation concerning revision of the MWFFs and a fee schedule incorporating the recommended revised MWFFs for each service area. The report shall first be submitted as a draft to the City, and shall be finalized by CONSULTANT after incorporation of all CITY comments.

12.2 Develop Major Water Facilities Fee Schedule for Non-Potable System. Based on conclusions of the Future Model, Capital Improvements Plan and Water Master Plan studies, CONSULTANT shall prepare a report detailing CONSULTANT's development of a MWFF schedule for the non-potable system. The report shall include cost estimates for capital facilities that are attributable to new development, and revised amounts and dates of projected new development. CONSULTANT shall apply the same approach used in determining the existing potable MWFFs in the relationship between the fees to be collected from the development projects (burden nexus), and the relationship between the need for the facility and the development projects (benefit nexus). As part of the report, the CONSULTANT shall:

- Verify that the existing benefit assigned to each capital facility remains valid;
- Revise existing facility cost estimates based on actual expenditures or changes in estimated expenditures;
- Develop rationale and methods for allocating any changes in original costs between new development and existing users;
- Revise cash flow analysis based on Master Plan to evaluate timing effects of impact fee revenue and capital facility outlays;

The report shall discuss the methodology, assumptions, and background data for the CONSULTANT's recommended MWFF schedule. The report shall first be submitted as a draft to the City, and shall be finalized by CONSULTANT after incorporation of all CITY comments.

12.3 Meetings. At the request of the CITY, CONSULTANT shall attend up to four meetings with City staff (not including model training described in Task 9.3) and up to three City Council meetings.

REQUIREMENTS

Performance of the scope of work will require the selected CONSULTANT to own or acquire licenses for the following software programs: InfoWater v3.0, ArcGIS 8.2 or higher, ArcSDE and Oracle Spatial. CONSULTANT will not be responsible for transferring any software licenses to the City, however, as City currently owns copies of these software programs.

See Attachment II for complete insurance requirements.

NON-DISCRIMINATION/PREFERENTIAL TREATMENT

The successful Consultant shall fully comply with Chapter 4.08 of the San Jose Municipal Code and shall not discriminate against or grant preferential treatment against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of services for the City.

CITY BUSINESS TAX

The successful Consultant will be required to provide proof of payment of City Business Tax prior to contract award. Contact Finance/Treasury at (408) 535-7055 to determine costs.

MINIMUM QUALIFICATIONS

- Demonstrated experience in GIS-based hydraulic modeling. This would include a working knowledge of linking and integrating Oracle and Oracle Spatial Relational Database Management Systems to ESRI software applications and data formats including: ArcSDE 9, ArcObjects 9, ArcIMS 9, ArcGIS 9 (ArcInfo, ArcEditor, and ArcView), Personal and Multi-User Geodatabases, and Shapefiles.
- Demonstrated experience in project management
- Experience/familiarity with:
 - Cash flow and financial analysis
 - Capital Improvement Project planning
 - Water system design
 - Water quality testing and EPA Stage 2 DBPR IDSE
- Possession of a City of San José Business License or the ability to obtain one prior to start of the contract. Business Licenses may be obtained from:

City of San José
Finance Department/Treasury
200 East Santa Clara Street, 4th Floor
San José, CA 95113
(408) 535-7055

PROPOSAL CONTENTS

- Proposal cover sheet (attached)
- Company description/history (1 page max)
- Discussion of qualifying experience (5 pages max)
- Project team organizational chart (2 pages max, plus resume of main team members, limited to 2 pages per resume)
- Project schedule including task milestones (2 pages max) (If proposed timeline exceeds 9 months, provide justification)
- References (2 pages max)
- Proposed budget for each task, including separate budget amounts for subconsultants
- List of subconsultants, with description of anticipated tasks to be completed by each subconsultant as well as subconsultants qualifications for performing specified tasks

EVALUATION CRITERIA

Responses will be evaluated by City staff who will evaluate each response in general accordance with the criteria itemized below for a total of 100 points. A Local or Small Business Enterprise will be given an additional 5% to 10% in the scoring of their submittal.

- capabilities and expertise of the consultant,
- ability of the consultant to perform the services,
- past experience with similar projects,
- reference checks,
- whether the consultant is local business enterprise, as defined in the City's Local Preference Policy (City Council Resolution 64808),
- proposed budget, and
- quality of the proposed service proposal.

After initial City review and evaluation of the proposals, the top firms will be invited to an interview, during which the firm's proposed project team will present and discuss their proposal with City staff.

COMPENSATION

Consultant(s) shall note that all costs associated with developing and submitting proposals for work contained herein are entirely the responsibility of the proposing consultant(s); and therefore, the City shall assume no liability.

- The terms of the contract shall be negotiated with the highest-ranking Consultant(s) after the selection process. The selected Consultant(s)' fee shall be stated in the City's Standard Agreement on a not-to-exceed basis and shall include payment for professional services and reimbursable expenses.
- The specific projects that are to be performed by Consultant shall be described in written Task Orders issued by the Director of ESD. Each Task Order shall specify the maximum compensation, including compensation for both professional services and reimbursable expenses for the project, and the schedule of performance as agreed upon by Consultant and Director. Consultant shall not begin work on any project prior to the receipt of the Task Order signed by Director. Consultant shall complete each project within the time and the maximum compensation specified in the Task Order.
- Payment for labor for service will be made on the basis of actual time expended by the Consultant or the Consultant's approved subconsultants up to the not to exceed fee amount.
- After execution of the Agreement, a selected Consultant may add or change a subconsultant to complete tasks on the Scope of Services only upon prior approval of City.
- Each month, Consultant shall furnish to the City a statement of the work performed for compensation for each Task Order, as described in the Scope of Services and Timetable, completed during the preceding month. The monthly statement shall specify each Task Order number, the services performed according to the Task Order, the number of hours expended for completing all services, the hourly rate for each service, and the total amount due for the month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures per Task Order together with documentation supporting such expenditures, and any issues resolved or unresolved.

ACCEPTANCE OR REJECTION OF RESPONSES

The City reserves the right to accept or reject any response to this RFP. The City also reserves the right to waive any minor informality or irregularity in any response. Additionally, the City may, for any reason, decide not to award an Agreement as a result of this RFP.

RFP RESPONSES AND THE PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the City. Upon selection of the successful proposer(s), all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant

portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as nonresponsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

CONSEQUENCE OF SUBMISSION OF PROPOSAL

- The RFP does not commit the City to pay any costs incurred in the submission of a response or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.
- Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of any data provided in the RFP.

PROPOSAL SUBMISSION INSTRUCTIONS

1. Questions regarding this request for proposals can be e-mailed to nicole.quesada@sanjoseca.gov and must be received **NO LATER THAN Noon, Friday, February 10, 2006**. Please include "Question: Hydraulic Model RFP" in the subject line of your e-mail. *NO phone inquiries will be accepted*. For your convenience, a complete list of questions and answers on the RFP process will be posted at **www.sanjoseca.gov/esd/rfp.htm** by February 15, 2006.
2. Proposals from interested firms are due by **4:00 PM, Friday, February 24, 2006**.
3. No proposal packages will be returned.
4. City reserves the right to reject any, a portion of, or all proposals, waive defects or irregularities in any submittal at its discretion.
5. An original plus five copies of the complete proposal package may be submitted to:

City of San José
Municipal Water System
Attn: Nicole Quesada
3025 Tuers Road
San José, CA 95121

GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFP process, the City plans to select a Consultant to enter into an Agreement to perform the services described in this RFP. The Agreement will require the Consultant to adhere to the terms of its RFP response and to act in accordance with all applicable laws and regulations. The Agreement will require the selected Consultant to have and maintain insurance in accordance with the requirements of Attachment II. Any Agreement resulting from this RFP will contain the terms and conditions set forth in the Exemplar Agreement, Attachment IV to this RFP.

ATTACHMENT I
PROPOSAL COVER SHEET

Name of Consultant Submitting Proposal: _____

Proposal Contact Person: _____ Contact Phone: _____

Contact Fax: _____ Contact E-Mail: _____

Consultant Website: _____

Consultant Address: _____

Address of Principal Business Office, or any Regional, Branch or Satellite Office located in San José with at least one employee, if different from Firm Address:

Name of Person/Title Designated to Sign City Agreement

Does the Firm currently possess a City of San José Business License, or have the ability to obtain one prior to start of the contract? ? Yes ? No

Is the Firm a local business enterprise, as defined in the City's Local Preference Policy (City Council Resolution 64808)? ? Yes ? No

ATTACHMENT II
INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Risk Management
Finance
City of San Jose
200 East Santa Clara Street
San Jose, CA 95113-1905

G. **Subcontractors**

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

ATTACHMENT III
REQUEST FOR CONTRACTING PREFERENCE FOR
LOCAL AND SMALL BUSINESS

City of San Jose <i>Request for Contracting Preference for Local and Small Business</i>			
<p>Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise ** and whether price has been chosen as the determinative factor in the selection of the vendor.</p> <p>In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in the Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (regardless of where they are located) of your firm is 35 or fewer.</p> <p>There are two ways in which the preference can be applied. In procurements where price is the determinative factor (i.e. there are not a variety of other factors being considered in the selection process) the preference is in the form of a credit applied to the dollar value of the bid quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.</p> <p>In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an additional 5% to 10% points in the scoring of their proposal.</p>			
The following determinations have been made with respect to this procurement: (for official use only)			
Type of Procurement:	Bid	Request for Quote	Request for Proposal
Type of Preference:	Price is Determinative		Price is Not Determinative
Amount of Preference:	LBE preference = 2.5% of Cost		LBE preference = 5% of Points
	SBE preference = 2.5% of Cost		SBE preference = 5% of Points
In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.			
Business Name:			
Business Address:			
Telephone Number:			
Type of Business:	Corporation	LLC	LLP
	General Partnership	Sole Proprietorship	Other (explain)

*** LOCAL BUSINESS ENTERPRISE LBE PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number:
Address of Principal Business Office or Regional, Branch or
Satellite Office with at least one employee located in Santa
Clara County:

**** SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business – NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your business has:

--

Based on the forgoing information I am requesting that the business named above be given the following preferences (please check): Local Business Enterprise Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California

Date: _____

Signature: _____

Print Name: _____

ATTACHMENT IV
EXEMPLAR AGREEMENT

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND**

THIS AGREEMENT is made and entered into this _____ day of _____ 2005, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and _____, a _____ [type of legal entity] (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be from the date of execution as set forth above to January 31, 2007, inclusive, subject to the provisions of SECTION 11.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$_____.00). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

- C. CITY's Fire Chief is empowered to terminate this AGREEMENT on behalf of CITY.

- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to

CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 19. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 20. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 22. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 23. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or

written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:

MOLLIE DENT
Sr. Deputy City Attorney

“CITY”

CITY OF SAN JOSE, a municipal
corporation

By_____

“CONSULTANT”

, a

By_____

Name:

Title:

EXHIBIT A

RECITALS

WHEREAS, CITY desires to obtain consultant services to develop hydraulic models of the CITY municipal water potable water system and South Bay Water Recycling non-potable system, prepare system master plans and develop and recommendation for new and updated major water facilities fees; and

WHEREAS, _____ has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain as CONSULTANT to CITY to perform those services specified in SECTION 1 of this AGREEMENT.

EXHIBIT B
SCOPE OF SERVICES

CONSULTANT shall perform the following services:

To be based on Scope of Work in RFP, subject to any tasks that may be eliminated by CITY based on outcome of proposal process.

EXHIBIT C
SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT. Time is of the essence in performance of this AGREEMENT. The estimated time for completion is December 31, 2006. Work shall commence immediately upon the effective date of the Notice to Proceed ("NTP") for each Task, issued by the Director or the Director's authorized designee. CONSULTANT shall schedule work such that Tasks are completed in accordance with the schedule below:

Task	Implementation Date
1 - Project Management	May 2006
2 - Data Gathering	May 2006
3 - Water Demand Study	June 2006
4 - Hydraulic Models	June 2006
5 - Model Calibration	July 2006
6 - Technical Report	July 2006
7 - Develop Water Age Model	August 2006
8 - Develop Future Model	August 2006
9 - Distribution System Evaluation	August 2006
10 - Capital Improvements Plan	October 2006
11 - Water Master Plan Report	November 2006
12 – Major Water Facilities Fee Update	December 2006

The CITY shall have the sole authority to modify any of the above completion dates, and the CITY's Director of Environmental Services or the Director's authorized designee will authorize any such modifications in writing.

EXHIBIT D
COMPENSATION

CITY agrees to compensate CONSULTANT [at rates set forth in CONSULTANT'S RFP Response] for professional services performed in accordance with the terms and conditions of this AGREEMENT.

Reimbursable expenses shall include: [as set forth in CONSULTANT'S RFP Response]

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed _____Dollars (\$0.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

EXHIBIT E
INSURANCE

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

4. Professional Liability Errors & Omissions \$1,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. Insured. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
 - b. Contribution Not Required. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
 - d. Coverage. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY's Risk Manager.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

Risk Management
Finance
City of San Jose
200 East Santa Clara Street
San Jose, CA 95113-1905

G. **Subcontractors**

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT F

SPECIAL PROVISIONS

CONSULTANT hereby agree that the CITY is and shall be the owner of all rights to Inventions, Writings, or Discoveries made, and any Technology or Know-How developed under this Agreement (the "Proprietary Property" or "Developed Technology"), including but not limited to the hydraulic models that are to be developed by CONSULTANT hereunder. CONSULTANT hereby transfers all of it right title and interest in and to such Proprietary Property to CITY as a work for hire to be breated under this AGREEMENT.